

h. Government Representatives for this contract:

(1) Contracting Officer: Marie McDonald.

(2) Administrative Contracting Officer (ACO): Philip Salmon.

(3) Alternate ACO/Northern Area Engineer: John "Jake" Jacobson, P.E.

(4) Resident Engineer: Phil Salmon.

(5) Quality Assurance Representative: Bruno Sinigaglio and John Kalmbacher

3. The conference will be divided into four parts. The first segment will be devoted to installation specific issues. The second part will be devoted to general administrative procedures and contract clauses. The third and fourth parts will be devoted to quality control and safety/security, respectively.

4. Installation Specific Issues

a. Schedule of work: Contractor was asked for general description of how he intended to prosecute the work.

b. Site Layout: Site map was used to show installation representatives how the contractor would organize the site – location of trailers, fence lines, fenced storage areas, access routes, fuel storage, spill containment, temporary electrical, sanitation, daily clean up, Contractor was reminded that any changes or additions to site plan must be coordinated through the COE and PW project manager to the installation. Contractor proposed to keep field office in same location as currently exists for MOUT. Contractor desires to use the fire training area as storage and laydown area and possible staging area for sub contractors. PW PM asked about access since MOUT will control gate to fire training area and asked about arrangements for security of gate at day's end since two organizations might be using the gate. PW PM also inquired about possibility that training activity might interfere with contractor access. Contractor agreed to make coordination with DPTSM on access and security of gate. Contractor agreed he would have to bear the risks of arranging access and security. Contractor may also use the designated storage area across street from Ed Center. If this area is used, please let govt rep know a week in advance with fence layout plan. If this area is used it must be fenced and screened. Contractor reminded to provide temp facilities layout plan (layout of trailers and sub offices) with temp power plan for desired facilities.

c. Work hours were discussed. Contractor proposes to work - hrs/day, days a week. Housing area quiet hours were discussed - 10:00PM to 6:00AM Sunday thru Thursday, and 11:00PM to 6:00 AM Friday, Saturday & Holidays. Contractor was reminded of requirement that all employees must bear identification as contract employees. Employees are required to display identifying markings on hardhats clearly identifying what company they work for.

d. Dig Permit, Hot Work Permit, and permit for radioactive sources were reviewed. Also requirement for temp elect plan, storm water pollution prevention plan, SAP, utility service plan to include plan for dealing with discharge of raw sewage, ground water discharge permit, restrictions on water, sewer, steam outages for 2106, 3005, 3008 (NET15 May and NLT 31 Aug). Contractor must insure

all subcontractors have current insurance. Reviewed status of QC plan, Accident Prevention Plan, Environmental Protection Plan as acceptance of these are required prior to starting work,

e. Procedures in case of discovery of contaminated soil. Stop digging in that location, minimize the amount of contaminated soil excavated, place any excavated contaminated soil on 10 mil liner, move onto other areas for excavation, notify project engineer. No soil or ground water may be taken off Ft Wainwright.

f. Utility outage SOP and electrical hook up SOP were reviewed. It was emphasized that contractor's are responsible for posting notices of utility outages on affected buildings. Only PW workmen open or close utility valves but both contractor and PW must put lock out tags and padlocks on valves. For traffic revisions: Traffic control plan (signs, barricades, signals, traffic flow plan etc) for any minor revision (similar to revision at MOUT) must be submitted at least 7 working days in advance of proposed implementation date. Traffic control plan for major revisions to include street closings and major/extensive detours must be submitted at least 22 working days before the proposed implementation date. PW PM inquired about maintaining access and operational capability of the water issue point. Many contractors and PW will be depending on this facility for water and it needs to be kept open and functioning. Contractor will look at work in area and try to make accommodations to keep facility open and operating at all times.

g. Ft. Wainwright landfill SOP was reviewed. Ft Wainwright landfill is to be used for construction debris only. Office or household trash must go to outside landfill. Contractor is responsible for and will be help solely accountable for content of dumpsters sent to landfill from site. Nothing can fall off trucks as material is hauled to the dump. Contractor is responsible for providing cover soil and covering debris he dumps at landfill on daily basis. Soil is to be obtained from off post.

h. Installation of meters. Requirements for installation of meters for temporary utilities (water, steam and electricity) and monthly reading of meters were discussed. Also contractor must keep track of number of loads sent to landfill. Meter readings will be checked and cumulative figures on each meter will be recorded each month as part of the processing of each pay estimate. At end of contract, contractor is responsible to make payment for the utilities consumed as recorded on meters and dump loads. Final pay cannot be made till confirmation of this payment is received.

i. Dust control and control of loads going to landfill were discussed. There can be no visible dust coming off the site at any time. Contractor must have means on hand 24/7 to control dust. Contract requires a street sweeper and water truck on hand at all times. Will need after hours phone number for POC in case dust becomes a problem after duty hours or on week ends. Dust control applies to the haul road out to the dumpsite up to the point of dumping. There can be no debris falling off loads going to dump. Water for water trucks and dust control should be obtained from the pump house on Montgomery Road - building 3003.

j. Access to post and access rosters were discussed. All contractor personnel must be listed on an current access roster. Roster must come in alphabetical order by last name. Entries should be constructed LAST NAME (in capital letters), first name, middle initial, SSN, driver's license # and state of issue, name of contractor/subcontractor. When you submit updates to your rosters, new entries/additions must be highlighted with blue background and names you are deleting must be highlighted with a red background. On subsequent updates, red highlighted entries must be deleted and blue highlighted entries will be shown

with white background. The roster should be submitted to the project engineer/QAR in electronic version with one paper copy. PMO will only accept rosters from sponsoring organizations on post. Updates are only made once a week so you must project a week ahead for new additions. The week after an updated roster has been submitted, personnel on the roster can obtain access to Fort Wainwright by presenting themselves at the main gate. New arrivals and personnel on the roster with out a vehicle pass will be directed to obtain a paper one day pass at the MP office at the front gate. Personnel on the access roster who will be on post more than a single day can obtain paper vehicle passes at the MP station by filling out a form, providing means of ID, vehicle registration and proof of insurance. Passes will generally be for 90 days at a time. Access to post for contractor personnel is through the front gate. The vehicle pass will get the vehicle on post but, depending on the Threatcon level, the driver may still have to stop at the gate house at front gate to verify that the person driving the car is on an access roster. A very limited number of key contractor personnel will be authorized to get a government issued contractor ID card and vinyl vehicle decal. These personnel should be the senior key management personnel who will be on site daily for the duration of the project. Highlight the names of personnel nominated for ID cards on the initial access roster with asterisks. With ID card and vinyl pass these personnel will be able to access FTW up to Threatcon CHARLEY and should not have to check in at gate house to be verified as being on access roster. Access for material deliveries should be made through Trainor Gate or Badger Gate. For material deliveries, contractor must give notice to PM the day before of the delivery coming in with info on material, truck/company ID, approx time of delivery, and then have a person meet the delivery at the gate and escort the delivery.

k. The requirement for Electrical and Mechanical Administrator's licenses were discussed. This will be particularly important when doing any overhead electrical work. As part of the utility outage request, PW line shop will want to know who is the person with line UL (Unlimited Line Work Outside) Electrical Administrator's license assigned to the company.

l. Biweekly meetings. Proposed day of week and time for biweekly meetings with PW PM and COE were discussed.

m. Schedule for submission of the design portion of the contract. Contractor is required to provide a 95% design. Govt gets 21 days for review. Government will provide review comments and contractor will be required to address each comment and providing response to the each reviewed on each comment. A review conference will be conducted the week after the review period to go over the review comments and the contractor's responses to the comments. Contractor's responses should be provided as comments are made and final comments addressed just at closing of the review period. Design will be corrected by incorporating review comments into design and then 100% product will be submitted for back check review. Back check will take about one week. After receiving back check comments, contractor shall produce final stamped drawings. All design submittals must come with certification of independent reviewer for each discipline. Per SCR 43, no construction on the design build portion of contract till final design has been reviewed and determined to be satisfactory. Contracting officer will notify the contractor when design is cleared for construction. Once approved, the final accepted design is a government approved submittal. Changes to the final accepted design require approval of the DOR, and formal notification to the govt if the changes are not changes to the RFP or final accepted proposal. If the change to the design is also a change to the RFP or final accepted proposal requires govt approval as well as DOR approval.

Contractor proposes to complete design this year for work to be accomplished next year. Schedules for submission of required design products will be discussed with COE Project Engineer and detailed in forthcoming schedule submission. Generally contractor proposed to submit 95% design in March time frame

How does contractor propose to manage receipt and designer annotation of review comments? Suggest you coordinate with COE PM John Malecha (753-5723) on possible use of "DR. CHECKS" automated web based review system.

Contractor will have to submit revisions to submittal register based on the additional items that need to be submitted because of the design. Designer is to propose which of the items are to be FIO or GA. Any items submitted as a result of the design build effort must have the DOR signature as well as the QCSM signature.

For each design submittal NAAO will need 5 copies of half size drawings and specs. PW will need 5 of the same. Coordinate with District PM, John Malecha (753-5723) for number of copies needed by district and where to send district's copies. For final NAAO will need 4 half size sets, one full size set.

5. Lines of Communication:

a. The Corps of Engineers must be involved or informed of communication with or from the using service. The using service has no authority for contract administration. The Corps of Engineers has privity with and deals only with the prime Contractor. The head of the Contractor field organization should coordinate all on-site problems with the Government Quality Assurance Representative (QAR) or Resident Engineer. If problems cannot be solved in the field, the Contractor should request a meeting with the Administrative Contracting Officer. The Contractor shall not contact District Office personnel unless previous arrangements have been made through the Resident Engineer's office. Correspondence on disputes and claims may be directed to the Contracting Officer; however, such correspondence should be forwarded through the Ft. Wainwright Resident Office. There will be instances where you need to coordinate with the PW and post authorities directly. This speeds up action and coordination. Not every piece of coordination with user and post authorities needs to be conducted through the QAR, but you should inform the QAR that the coordination is being conducted and keep the QAR informed of results of such direct coordination. Remember that you cannot take direction on contract execution or contract administration from using service, PW or post authorities. If you believe you are receiving direction to deviate from the contract from an authority other than the COE contracting officer, kindly acknowledge the communications but take no action till you check with the COE. District participants noted that COE will obtain permits to construct for both FTW231 and 235. Submission of signed stamped as built (signed and stamped by PE licensed in AK) must be timely after completion of project in order to obtain the permission to operate permit form AKDEQ.

b. Subcontractors coordinate with the prime Contractor. The subcontractor shall not contact Corps of Engineers personnel unless specific arrangements have been coordinated with the prime Contractor.

c. Ensure that signature authorizations are submitted in triplicate to the Resident Engineer Office. If you desire different signatures for different functions, you should so state in your letter. While this information is required by the Contracting Officer in separate correspondence near the time of award, the importance of this information is sometimes minimized by other, more pressing needs of the contract. You CANNOT submit a pay estimate, submit a payroll, negotiate a change order, or submit a shop drawing until you have first told us who in your organization can sign for this particular instrument. SAMPLE signatures should accompany your letter; two duplicate copies must be signed as if original (i.e., "wet copies"). Reference Armed Services Procurement Regulation 20-102 (Contractor's Signature) which reads: "Signature of Agents. When the contractual document is to be signed by an agent, other than as stated above, the fact of the agency must be clearly established by evidence satisfactory to the Contracting Officer."

5. Official address:

a. Ft. Wainwright Resident Office
U.S. Army Engineer District, Alaska
P.O. Box 35066
Fort Wainwright, Alaska 99703-0066
Telephones: (907) 353-7065
FAX: (907) 353-7070

b. Physical Location at Ft. Wainwright:
Building 2104
Montgomery Road
Fort Wainwright, Alaska 99703

c. All correspondence must consist of the original and two copies. Contract number and title should appear on all correspondence. The Contractor shall establish a serialized number identification for all his letters.

6. Specific FAR and Special Contract Requirements will now be addressed:

a. FAR 52.236-0021 (Specifications and Drawings for Construction) and SCR-5 (Contract Drawings, Maps, and Specifications): These clauses describe the priority assigned to plans and specifications. You are required to check and compare all drawings and verify the figures before laying out the work. Any discrepancies found in the plans and specifications, or between the two, should be promptly brought to the attention of the Government on-site personnel. A discrepancy exists if two parts of the contract say very different things that are internally inconsistent and impossible to reconcile. For example if the plans say that you will do A but the spec say you will do B, there is a discrepancy. But if the plans say you will do A or B but the specs say you will do B, there is not a discrepancy. If the discrepancy cannot be resolved at the field level, the problem should be forwarded by letter to the Administrative Contracting Officer. It is not sufficient to merely note discrepancies or conflicts on the daily reports. You can be held responsible for any errors that might have been avoided by timely formal notice to the Contracting Officer or for unilateral actions/adjustment that you take without giving notice and requesting a determination from the contracting officer. As noted above, such notice must be delivered in formal written correspondence to the contracting officer. The Contracting Officer has the right to furnish supplemental detail drawings and other information for clarification that depict an

acceptable method for performance required by the contract. Also, SCR-5 (b) further delineates the Contractor's responsibility for completion of details of work manifestly necessary to carry out the intent of the drawings and specifications or which are customarily performed to even though there omitted from the drawings and specifications. This clause also states that anything mentioned in the specs and not shown on the drawings, or vice versa, shall have the same effect as if shown or mentioned in both. In most contracts this happens many times.

We expect to get what is on the plans and specifications. We don't want more but we won't take less. All deviations from the contract requirements (plans and specifications) must be approved by the govt before proceeding with work on the deviation. If you are deviating from the plans and specs in any way no matter how big or small you must let the Project Engineer know and the deviation must be documented in some form. If the matter is small it may be able to be handled with just adjustments to the as built or a joint/mutual note of acknowledgement in the daily report. If it is more substantial, a variation request may be required via ENG form 4025 or serial letter. Typically variation requests are for relatively minor issues, material or technical substitutions/variations or suggestions to do something a different way which will usually do not require a modification to the contract because they do not require adjustments to the cost or time of the contract. Typically such variation requests are accepted without making a formal mod and are accepted contingent on the contractor accepting responsibility for all causes and effects that might occur from use of the proposed substitution/variation. This is necessary because when a substitution or variation is proposed, the contractor is required to describe and set forth in writing the reason that the government should accept the substitution. The full implications and impacts of accepting a substitution must be disclosed and set forth for consideration by the government. If full disclosure is not made, the government cannot make informed and proper decisions about the merits of a proposed substitution/variation. To make full disclosure of all impacts, a proposed substitution should be researched and investigated to determine if additional costs, efforts, impacts, effects will be incurred by using the substitution. This investigation and research are by necessity and contract the contractor's responsibility. However if an issue is significant or complex, a written variation request may require a modification to the contract. All significant changes (additions, deletions, variations, substitutions or different manner of performance) that are cost and/or time issues to the contractor or govt, or which require significant revisions to the specifications and drawings will require a formal modification to the contract. If you think you have to do something significantly different than is shown on plans and specs one of three things has occurred – DSC, direction to change or contractor decision to pursue variation. All three situations require timely FORMAL written notice to govt so the government can determine what it wants to do and so the government can determine availability of funding for what is decided upon. Formal written notice required a serial letter. It is not sufficient to merely note such matters in the daily report. Contractor is not to proceed with any change work (addition, deletion or different manner of performance) that would require a modification until such time as the contractor has written modification or notice to proceed in hand. NO EXCEPTIONS and there is no such thing as proceeding with change work in advance of written mod/NTP at contractor's risk. If the modification/NTP is needed urgently, the govt will make every effort to get the written direction into the hands of the contractor before impacts are incurred.

b. FAR 52.243-0004 (Changes):

(1) The Contracting Officer may at any time without notice to the sureties, by written order designated or indicated to be a change order, require change in the work within the general scope of the contract.

The point was stressed that the Contracting Officer and the Administrative Contracting Officers are the only individuals that have the authority to change the contract. Government field representatives do not have the authority to direct the contractor to deviate from the contract.

(2) You should not deviate from plans and specifications without written permission. When you believe any written or oral direction, instruction, interpretation, or determination includes "extra work", you should promptly provide the Administrative Contracting Officer with written notice *by letter* stating the date, circumstances, and source of the order, and that you regard the order as a change order. Noting a "changed condition" on the Contractor Quality Control Daily Report is not adequate written notice. Any consideration for equitable adjustment must be submitted within 30 days, as set forth by paragraph (e). However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(3) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the schedule, or both, and shall modify the contract.

(4) No claim shall be allowed if asserted after final payment of the contract.

(5) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(6) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(7) The Administrative Contracting Officer is the authorized representative of the Contracting Officer for the purpose of issuing instruction and modifications pursuant to this clause. As such, Administrative Contracting Officer, may execute on behalf of the Contracting Officer contract modifications where the amount involved in each instance does not exceed \$100,000.00.

c. DOD FAR Supplement 52.236-7000 (Modification Proposals—Price Breakdown):

(1) You must furnish a price breakdown with your proposal in connection with a change order in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, and profits.

(2) Justification must be provided for any request for a time extension.

(3) A serialized letter will be used in requesting proposals.

(4) Requests for Proposal will be answered promptly. ***It is this office's policy to issue an interim unsatisfactory performance rating for management when Requests for Proposal go unanswered for 10 days after the Contractor received notice that the requests are delinquent.*** Continued unresponsiveness on the part of the Contractor is grounds for the Contracting Officer to issue a unilateral modification.

d. FAR 52.236-0002 (Differing Site Conditions):

(1) You must promptly *and before such conditions are disturbed* notify the Contracting Officer (Administrative Contracting Officer) *in writing* of any differing site conditions so that an official determination may be made.'

(2) No claim shall be allowed under this section of specifications unless the Contractor has given required notice.

e. FAR 52.249-0010 (Default (Fixed Price Construction)): Briefly, this clause gives the Government the right to have work performed by others in case the Contractor refuses to perform in accordance with the contract, including the performance time. This type of action is not desired by the Corps of Engineers; however, it is an alternative for meeting our commitment to the using service. This clause also permits time extension to the Contractor for delay in work without the fault or negligence of the prime Contractor or his subcontractors or suppliers. Time extensions for unusually severe weather (SCR-36) are issued under this clause.

f. FAR 52.233-0001 (Disputes): This clause gives you the administrative right to protest any decision of the Contracting Officer. If a problem is elevated to the Contracting Officer and a decision rendered, the Contractor has 30 days in which to appeal this decision.

g. FAR52.242-14 (Suspension Of Work) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption.

The effect of this clause is that the contractor bears the risk of reasonable suspensions of work and the government bears the risk of unreasonable suspensions of work.

h. FAR 52.232-0027 (Prompt Payment for Construction Contracts) and FAR 52.232-5 (Payments under Fixed Price Construction Contracts):

(1) Under these provisions, the Government will make monthly progress payments. Payment shall be considered as being made on the day the check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(2) The pay period for this contract will be established between the Project Engineer and contractor. Due to processing restriction at COE finance center, pay requests should not be submitted during the window of the 10th through the 20th of the month.

(3) Pay estimates will be submitted on ENG Form 93 (Payment Estimate--Contract Performance), an original and two copies. Pay estimates will not be accepted on Fridays or the day before holidays. This will allow the Government the necessary processing time.

(4) Detailed instructions for the preparation of pay estimates may be obtained from our Construction Engineering Branch.

(5) Change orders must be incorporated into your schedule (Network Analysis System or Progress Chart) when a Notice to Proceed has been issued.

(6) Materials not incorporated into the work but on-site properly stored can be paid for if inventoried and documented correctly to demonstrate that it is the correct, approved material, quantities match what will be requested and material is appropriately stored/protected. For any materials off site, you must also submit PAID invoices showing that the prime contractor (not the subs) have acquired title to the material.

(7) Payment will only be made for work that is completed as per contract requirements and approved materials that comply with contract requirements. Payment for materials incorporated into the work will not be made if submittals have not been approved. Similarly, no payment can be made for materials or work done without approved submittals and shop drawings.

(8) The percentage of completed work for payment will be decided jointly between the Contractor and Resident Engineer or Quality Assurance Representative (QAR). This should be done several days prior to the date you want to submit the pay estimate. At this time you must also be able to conduct an inventory with the Project Engineer for all the material not incorporated into the work for which you wish to request payment. You must be able to demonstrate to QAR that the material is correct, approved material, quantities match what you will request and material is appropriately stored/protected. For any materials off site, you must also submit PAID invoices showing that you the prime contractor (not the subs) have acquired title to the material. Also at this time the QAR will verify that your as built are up to date, verify meter readings and trash load counts. At this time you should be prepared to demonstrate to the QAR that your schedule has been updated and you should review with the QAR each of the schedule items listed in SCR20 para 5 to demonstrate that your schedule is accurately updated and can be used as the basis for computing progress payments.

(9) Money may be withheld for the following items:

(a) Delinquent submittals: \$250.00 per submittal.

(b) Delinquent O&M manuals: \$250.00 - \$1,000.00 per manual.

(c) Delinquent payrolls: \$5,000.00 - \$20,000.00 depending on the quantity of missing payrolls.

(d) Mylars: \$1,000.00 per sheet while in the Contractor's possession.

(e) Work falling off accepted schedule: A retainage of up to 10% of each pay estimate may be withheld if job performance falls behind schedule.

(10) For each pay request you are required to provide the total amount of each subcontract, the amount of each subcontract included for this request, and the amount previous paid to each subcontractor. You may not request payment from the govt for any amounts which you intend to withhold from your sub

contractors. There are specific procedures to follow for withholding subcontractor payments which have been requested from/paid for by the govt. which include among other procedures written notification to the Contracting Officer.

(11) Payments will be reduced or returned if as built or submittal register are not being kept up to date (TS01720 and TS01330) or if the schedule is not being kept up to date (SCR20) .

(12) With each pay request you are required to submit an updated submittal register and an updated NAS with reports and narrative required by SCR20. Pay particular attention to the requirements of SCR 34. This requires that the scheduling information must be transmitted from the contractor's system to the government using the standard data exchange format (SDEF). This is extremely important. In order to make payment to you, your schedule data must be loaded into new software and the only way to transfer it is via properly constructed SDEF. Within the format you must make sure that every pay activity is assigned to a bid item and that all the pay activities assigned to a bid item add up to the bid item total. It is strongly recommended that you build your SDEF file for your first pay estimate early and submit it ahead of time to make sure it is properly constructed and will transfer your scheduling information. You cannot be paid if scheduling information is not provided in SDEF.

(13) A monthly man-hour exposure report and total cumulative man-hour exposure hours is required to be submitted with your monthly progress payment request.

(14) As part of pay estimate you must submit the certification required by FAR52.232-0005

i. FAR 52.236-0005 (Material and Workmanship): This clause requires all materials incorporated in the work be new and of the most suitable grade for the purpose intended. It also requires you to furnish data on materials as requested by technical specifications of the contract or when called for by the Contracting Officer. Another requirement of the clause is that performance of all work must be accomplished in a skillful and workmanlike manner, and establishes the right of the Contracting Officer to remove from the work any employee he deems incompetent, careless, or otherwise objectionable.

j. FAR 52.236-0006 (Superintendence by the Contractor):

(1) "At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work, or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor."

(2) In addition, you must submit the names of all other persons designated to act for you with a description of their duties, the scope of their authority, and a sample signature of each.

(3) You should emphasize to all of your subcontractors that the Government has no contractual relationship with them and that any questions they may have should be directed to you.

k. FAR 52.236-0007 (Permits and Responsibilities): This clause requires you to obtain all permits necessary to prosecute the work. It also requires that you be responsible for all damages to persons or property that occur as a result of your fault or negligence. You are responsible for all material and work until acceptance by the Government.

l. FAR 52.236-0008 (Other Contracts): You are required to cooperate fully with other Contractors and Government employees, and shall not commit or permit any act which will interfere with the performance of work by another Contractor.

m. FAR 52.236-0011 (Use and Possession Prior to Completion): The Government has the right to take possession of, or use, any completed or partially completed part of the work.

n. FAR 52.225-0015 (Buy American Act—Construction Materials): Your attention is directed to this section of the specifications. Failure to comply will result in the removal of the material from the job site and withholding of payments for any material installed in violation of this clause.

o. FAR 52.203-0003 (Gratuities): You or your people must not offer any gift or favor to any Government person that may be considered a gratuity. The results of such offer or acceptance might lead to serious penalties inflicted on both the Contractor and the Government employee involved.

p. FAR 52.236-0009 (Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements): This clause requires you to protect any known utilities which are shown on the contract drawings or supplementary drawings, and will cause repairing or restoring of any damage to such facilities in a reasonable time.

q. FAR 52.236-0010 (Operations and Storage Areas): You are required to submit for approval a utilization plan for your intended use of the area and you are required to protect curbs and sidewalks where you must cross them.

r. FAR 52.222-0011 (Subcontracts (Labor Standards)):

(1) You must provide, within fourteen days after award of a subcontract, a statement setting forth the name and address of each subcontractor, and a summary description of the work subcontracted.

(2) You will furnish at the same time Standard Form 1413 (Statement and Acknowledgment), signed by the subcontractor, acknowledging the inclusion in his subcontract of the labor standards provisions.

(3) Under the provisions of FAR 52.219-0009, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan, you must provide a quarterly review of your commitments to small, women, and minority business concerns.

s. FAR 52.236-0012 (Cleaning Up): This clause requires that the construction and storage areas shall be kept clean, and materials stored in an orderly manner at all times. You are requested to furnish a plan which indicates your program for maintaining the areas.

t. FAR 52.246-0012 (Inspection of Construction):

(1) All work is subject to inspection by the Resident Engineer and his staff to ensure strict compliance with all terms of the contract.

(2) No person is authorized to change any provisions of the specifications or approve any deviation from the contract without written authorization from the Contracting Officer.

(3) The presence or absence of an inspector shall not relieve you from complying with the requirements of the contract.

(4) In the event of any disagreement between you and the Resident Engineer's staff, you will refer the problem immediately to the Resident Engineer for solution.

u. FAR 52.248-0003 (Value Engineering--Construction): This clause outlines the Value Engineering Program. Your participation in this program is solicited and encouraged. The clause indicates the percentage and the method of computing the monetary values. Value engineering is an organized effort directed at analyzing the function of construction, systems, equipment, and supplies to achieve the required function at the lowest overall cost consistent with the requirements for performance, reliability, and maintainability.

v. Labor Relations:

(1) The labor standards required by this contract are contained in FAR 52.222-0004 (Contract Work Hours and Safety Standards Act—Overtime Compensation), FAR 52.222-0006 (Davis-Bacon Act), FAR 52.222-0007 (Withholding of Funds), FAR 52.222-0008 (Payrolls and Basic Records), FAR 52.222-0009 (Apprentices and Trainees), FAR 52.222-0010, Compliance with Copeland Act Requirements), FAR 52.222-0014 (Disputes Concerning Labor Standards), and FAR 52.222-0026 (Equal Opportunity).

(2) Wage rate are shown in Attachment 6 of your contract, General Wage Decision AK000001, dated April 14, 2000.

(3) FAR's 52.219-0008, 52.222-0027, 52.222-0035, 52.222-0036, and 52.222-0037, govern affirmative action, minority hire, and small business utilization administrative requirements.

(4) The following posters and forms must be displayed on a bulletin board in a conspicuous place on the job site, protected from the elements:

(a) WH Publication 1321 (Federal): Notice to employees regarding minimum wages.

(b) OFCCP 1320 (Federal): Equal opportunity employment.

(c) DOSH 2003 (State): Safety and health protection on the job.

(d) DOSH 51 (State): Emergency information.

(e) AS.18.60.068 (State): Right to know about toxic and hazardous substances.

(f) DOSH 200 (State): Log and summary of occupational injuries and illnesses.

7. Quality Control: QC is contractor responsibility – responsible for providing systematic application of control, n of inspection, testing and documentation that will insure that, as the work proceeds, all features

of work are accomplished in full compliance with requirements of contract. QA is government's responsibility. Govt is to make sure contractor's system is comprehensive, effective and is capable of controlling all work in a systematic, controlled manner. Do not expect the QA to find your mistakes. You must have system in place that will ensure that your work in full compliance with plans and specs. If QA is finding lots of deficiencies as work proceeds or at prefinal/final, this is an indication that QC system needs attention.

The following FARs and Special Contract Requirements deal with Quality Control, Schedules (Network Analysis System or Progress Chart), Shop Drawing Submittals, and As-Built Drawings:

a. FAR 52.246-0012 (Inspection of Construction), FAR 52.236-0005 (Material and Workmanship), and Technical Specification (TS) Section 01451 (Contractor Quality Control):

(1) These clauses require that you must provide and maintain a system to assure that the work performed is in compliance with the contract requirements. You are required to furnish necessary control through management, superintendence, and inspection using a systematic application of methods, inspection techniques, testing procedures, and documentation to assure that all of the materials, equipment, and workmanship conform to contract requirements. Your management personnel are urged to read these clauses carefully and set forth the necessary controls to ensure quality construction.

(2) Government Inspection: The Administrative Contracting Officer is the field representative of the Contracting Officer and has full authority to inspect and accept or reject your work within the terms of your contract.

b. FAR 52.236-0015 (Schedules for Construction Contracts):

(1) Within ten days after commencement of work, you must submit to the Administrative Contracting Officer, for approval, a practical schedule showing how you intend to carry out the work.

(2) The schedule to be prepared by the Contractor pursuant to this contract clause shall consist of a Network Analysis System as outlined in SCR-20, Contractor Prepared Network Analysis System.

(3) Progress payments will not be processed for any portion of work for which the Quality Control Plan has not been submitted and accepted.

(4) The importance of staying on or ahead of schedule cannot be overemphasized. A retainage of up to 10% may be withheld if job performance falls behind schedule.

(5) Failure by the Contractor to submit a schedule or updated revision within the time prescribed may result in withholding of approval of progress payments until such time as the Contractor submits the required schedule or revision.

c. SCR-8 (Submittals) and TS Section 01330 (Submittal Procedures):

(1) The Administrative Contracting Officer is the approval authority for shop drawings that are not contractor approved; however, this authority has been delegated to the Chief, Construction Engineering Branch. Submittals must be made with original and 5 copies.

(2) Submittals should be in sufficient detail to enable ready determination as to the acceptability of the material or equipment. Submittals forming a system or items that are related shall be scheduled to be coordinated and submitted concurrently. They should be complete with all necessary working drawings, schedule, diagrams, charts, certificates, samples, and test specimens. Manufacturer's qualifications, descriptive literature, and performance curves, as applicable, are required.

(3) A shop drawing or submittal that deviates from the specifications or drawings, should have a statement to that effect placed in the remarks section by the Contractor. Government approval is required for all substitutions and all deviations/variations from the plans and specifications. The contractor is required to describe and set forth in writing the reason that the government should accept the substitution or deviation/variation. If there is a cost differential between what is required by contract and Contractor-suggested method or item, a cost breakdown should also be submitted. If this remark is not on the submittal and it is erroneously approved, such approval may be revoked and corrections will be made at the Contractor's expense. Typically substitution/deviation/variation requests are for relatively minor issues, material or technical substitutions/variations or suggestions to do something a different way which will usually do not require a modification to the contract because they do not require adjustments to the cost or time of the contract. Typically such requests are accepted without making a formal mod and are accepted contingent that there be no cost or time increase to the contract and that the contractor accept responsibility for all causes and effects that might occur from use of the proposed substitution/variation/deviation. This is necessary because when a substitution or variation is proposed, the contractor is required to describe and set forth in writing the reason that the government should accept the substitution. The full implications and impacts of accepting a substitution/deviation/variation must be disclosed and set forth for consideration by the government. If full disclosure is not made, the government cannot make informed and proper decisions about the merits of the proposed substitution/variation. To make full disclosure of all impacts, a proposed substitution/deviation/variation must be researched and investigated to determine if additional costs, efforts, impacts, effects will be incurred by using the substitution. This investigation and research are by necessity and contract the contractor's responsibility.

(4) Timely submittal of shop drawing materials is essential to avoid added costs or delays from use of non-approved materials in the work. The submittal register shall be the scheduling document and shall be used to control submittals throughout the life of the contract. The dates entered on the submittal register for action on submittal items must be coordinated with the approved progress schedule. Submittals requiring govt approval shall be scheduled and made prior to acquiring the material or equipment and so that the material, equipment and/or shop drawings shall be approved and on hand for the start of the applicable phase or feature work. In scheduling submittals, adequate time shall be built in for and shown on the register for govt review and approval (a minimum of 30 days excluding mailing time). Monthly updates of the submittal register are required and deducts from pay requests can be made for delinquent submittals.

(5) A thorough review of the contract specifications and drawings is necessary to determine all shop drawing and material submittal requirements. The list of items contained in the government provided submittal register in TS01330 or submittals for just the items listed under the submittals/shop drawing para of each TS are not necessarily all inclusive. In many cases additional requirements are contained in other paragraphs within the body of TS's or on drawings. Contractor must check contract documents to ensure that all submittal requirements have been identified.

(6) The adequacy of submittals for compliance with the contract is the responsibility of the Contractor. Submittals are to be checked for accuracy, completeness and compliance with requirements of contract before being signed by contractor's QCSM. All shop drawings and material submittals shall bear the approval of the Contractor's QCSM. Variations pointed out by the contractor via shop drawing transmittal must be reviewed and approved by the Contracting Officer's Representative. Failure by the Contractor to submit shop-drawings or material submittals for any item of work prior to construction will result in withholding of progress payments for that work and material incorporated into the work. Furthermore, a definable feature of work cannot begin until all required shop drawings and material submittals have been approved/accepted and copies are at the work site for review during the preparatory phase inspection.

(7) Govt checks/reviews all FIO submittals also. 10% of all FIO's are reviewed in detail between efforts of NAAO Mech Engr, Elect Engr and Project Engineer. All FIO's are reviewed for general conformance with plans and specs and to ensure there are no unnoted variations. Generally this is done as or when the items are submitted but the Project Engineer/QAR will again review all submittals associated with a given definable feature of work when preparing to participate in preparatory phase meetings.

(8) DB submittal requirements:

Design submittals: Government review is required for all design. Government review will be for conformance with the technical requirements of the RFP and the contractor's final accepted proposal. Design deviations from the requirements of the RFP or the contractor's final accepted proposal require government approval. Section 01012 Design After Award and 01010 Design Requirements cover what must be contained in each design submittal and cover the design submittal and review process in detail. All design submittals must come with certification of independent reviewer for each discipline. After receiving back check comments on 100% design submittal, contractor shall produce final stamped drawings. Generally final comprehensive, detailed government review takes place at the 95% review. The government expects that the 100% product and then the final stamped drawings will be composed of the 95% product plus only those changes necessary to address the review comments made at the 95% review stage or any back check comments received from the review of the 100% product. The 100% product is used only to conduct a back check to make sure all the comments made to date have been incorporated into the 100% product – a thorough, page by page review is not conducted. If the contractor makes changes to the 100% or final stamped drawings other than strictly those changes required to address 95% review comments or back check comments, the contractor must identify those changes to the government so the government has a chance to review the details. Per SCR 43, no construction on the design build portion of contract till final design has been reviewed and determined to be satisfactory. Contracting officer will notify the contractor when design is cleared for construction. Once approved, the final accepted design is a government approved submittal. Any changes to the final accepted design require approval of the DOR. Any change to the final accepted design also requires government review or approval, depending on the nature of the change. If a change to the final accepted design is also a change to the RFP or a change to the contractor's final accepted proposal, the change will require govt approval as well as DOR approval. If a change to the final accepted design is not a change to the RFP or contractor's final accepted proposal, the change requires DOR approval and govt review.

Construction submittals: During design, the Designer of Record (DOR) creates the submittal register listing the items that must be submitted during construction. The list is reviewed by construction contractor and govt. and modifications made to accommodate their comments. DOR approval is required

for extensions of design, critical materials, deviations from the RFP, deviations from the contractor's final accepted proposal, deviations from the final accepted design, equipment whose compatibility with the entire system must be checked and other items as designated by the government. As during design, during construction Government approval is required for all deviations from the RFP and all deviations from the contractor's final accepted proposal. The government may designate some extensions of design or critical materials as required to have government approval but generally this is kept to the absolute minimum on DB contracts as the DOR is responsible for the professional quality, technical accuracy and coordination of his design. Generally the government will require government review of extension of design construction submittals only for those construction submittals in areas/disciplines where the DOR design documents did not include enough detail to ascertain contract compliance. Under these circumstances, government review is made only to determine contract compliance and to check for deviations from completed design. For each submittal required during construction, the contractor's DOR and QCSM must check approve, date, sign, stamp and dates each item indicating action taken before submitting the items to the government.

d. (As-Built Drawings):

(1) Failure to prepare and submit as-built drawings within the time specified can result in the withholding of progress payments.

(2) We cannot overemphasize the importance of noting as-built conditions on construction drawings immediately as they occur. Failure to keep the as-built marked prints on a current basis is justification to suspend progress payments. As built will be checked by QAR every month when pay request is submitted. The original plus one copy of the preliminary as built must be ready for delivery at the time of final inspection. The government will review and provide comments and will return the originals for necessary corrections. Contractor is expected to expedite making necessary corrections and return the originals plus one paper copy as soon as possible. Upon approval, the original as built prints will be returned to the contractor. The final as built submittal will be made NLT 30 days following the govt approval of the preliminary as built prints. Final submittal shall consist of two CD's, two full size mylars and one full size blue line copy. The timely submission of preliminary and final as built drawings is critical as the water system and waste water system improvements to be constructed under this contract must have final ADEC approval to operate within 90 days of completion. Final ADEC approval requires that the stamped, signed as built drawings be submitted. This will mean that the final stamped and signed as built drawings will have to be submitted within 60 days after acceptance.. Contractor must be timely in submission of as built and must have a sense of urgency about correcting them as needed. If not we could be outside the limits of an interim certificate to operate.

(3) For DB portions, if critical, major elements of the project are designed during construction by the submission of extension of design shop drawings (i.e. pre fabricated metal building system, fire detection system, fire suppression system, controls, water storage tanks) , the shop drawings and details for these critical, major elements must be incorporated into final as built documents – prints, CD's and Mylars. The additional drawings must be prepared in the same size and format as the other as built drawings made from the original drawings.

(4) As built for water and sewer system must be approved and signed by AK registered PE such that a Certificate to Operate can be obtained from ADEC

(5) This contract has an exceptional requirement for as built documentation – TS01721 Utility Maintenance Information System – whereby contractor is required to provide electronic data on CD's (schematics, photo's, drawings, material lists, naming system) required to update the govt's utility maintenance information system.

e. TS01451 Contractor Quality Control System

(1) Quality control organization – contractor's organization headed by full time QCSM employed by the prime who must be at job site at all time while construction is in progress and whose only responsibility is quality control compliance with the plans and specifications. QCSM is supplemented as necessary with specialty QC personnel, technicians, testing facilities as necessary for the control required. Specialty QC personnel may be employees of subcontractors but must be given sufficient time to execute QC responsibilities in their discipline/specialty area and they must be on site while any work within their discipline/specialty area is ongoing.

(2) Most important part of QC is execution of the three-phase control. Passed out wallet sized COE checklist for Preparatory, Initial and Follow-up. Definable feature of work is one with separate and distinct control quality features/requirements. For every definable feature of work, contractor must conduct prep, initial and follow-up phased and adequately document each phase.

Write up of each phase must address and have content on each of the items on the checklist. Additionally, the write ups on prep's and initial meetings must have text content to describe what was discussed, talked about and agreed upon as far as quality and safety.

Prep: Give 48 hour notice to Project Engineer/QAR for preparation and review of documents. Performed before beginning work on any definable feature of work. Ensure foremen of work crews involved in executing definable feature participate. Superintendent should also be present.

Review plans and specs – especially review plans with general notes, standard details. Remember to cross reference and look at other spec sections that might be partially applicable to the work i.e. when conducting prep for utilidor work, must review also earthwork TS for compaction, classified material, fill/backfill requirements. Have available and consult references and publications incorporated by reference.

Material Submittals and shop drawings – approved, complete?

Inspection and testing required – who will do testing, what results are required, how will tests be reported/documented?

Physical examination of material to be used – compare to submittals and verify it is the same as listed in submittals

Review Activity Hazard Analysis

Examine work area – is predecessor work finished IAW contract requirements

Procedures to control quality

Repetitive deficiencies

Verify sub have current insurance

Include text content to describe what was discussed, talked about and agreed upon as far as quality and safety

Initial: Give 24 hour notice to Project Engineer/QAR for preparation and review of documents. Execute representative sample of work by the craftsmen who will do the work. Foremen and superintendent should attend.

Verify controls

Establish level of workmanship

Verify safety controls and share AHA with all workmen for the feature of work

Record location of representative sample of work so if need to go back and review what was agreed upon, you will know where to go to see representative sample of work

Text content to describe what was discussed, talked about and agreed upon as far as quality and safety

(3) Three logs need to be maintained by the QCSM throughout the duration of the work:

1. Tracking log for quality issues, safety questions/concerns etc that cannot be resolved within the day and need to have follow up.

2. Log of all prep and initial meetings - definable feature, date of meeting. This gives information necessary to go back into daily reports and find the write up of the meetings

3. Log of all testing required – Test, number of test (if multiple tests), location of test, date of test, result of test, if test had complications or failed – record corrective action

(4) Daily Reports: One report for each day of work. If you have no work periods, need one report for 7 days of a no work period and/or report for the last day of a no work period. The first work day report following a no work period will be for that day only. Need to provide daily report with 24 hours of date being reported. Do not get behind in timely daily submission of daily reports – reports need to be submitted on time so the info in the report is the current and fresh in your mind and you are not trying to reconstruct events days after they took place. Use of joint QA/QC report is encouraged. Suggested mutual form was included in admin letter. You can use that or you own form. Work out logistics – what you exchange paper or disk, copies etc – with Project Engineer/QAR. Joint report allows you to see what the input the government is making in its daily reports. Content of daily's must include:

- Operating plant/equipment with hours worked, or idle for both prime and all sub contractors.
- Work performed each day – give location, description, by whom, number of workers for both prime and sub contractors and NAS activity number

- Test and/or control activities performed with results and references to specification/drawing requirements. List the control phase involved (prep, initial or follow- up) and describe what was checked, observed, tested and results. If a test is being conducted, list type of inspection, who is conducting, spec and/or drawing references, results of test, corrective action if necessary. If the results come in on a different day than the date conducted, make a reference to the daily report, which recorded the conduct of the test. If deficiencies were observed, note them along with proposed corrective action.
- Quantity of materials received at the site with statement as to acceptability, storage, and references to specification/drawing requirements.
- Submittals reviewed with contract reference, by whom, and action taken.
- Off site surveillance activities, including actions taken
- **JOB SAFETY EVALUATIONS STATING WHAT WAS CHECKED, RESULTS, INSTRUCTIONS AND CORRECTIVE ACTIONS TAKEN**
- Instructions given/received
- Conflicts or discrepancies in the plans and specifications *Please note that merely noting conflicts or discrepancies on the daily report does not satisfy the requirements of SCR5 and FAR52.236-21 to provide notice to the government. Such notice must be by official written correspondence - typically a serial letter.
- Contractor verification statement and signature or QCSM and Superintendent.

Looking for written content on what was checked, what was observed, tests/inspections conducted, results of tests/inspections, actions take if something was wrong or deficient. Must have daily content on safety checks of the job site. Attach copies of test reports, minutes and attendance rosters of weekly and monthly safety meetings.

(5) At end of project three distinct inspections are required:

1. Contractor's punch out inspection – contractor QCSM, QC staff and craftsmen do detailed inspection of all work and work off punchlist items to minimum number possible. Expect contractor to do very detailed job. There should be very little for Government to find comment on if QC system is working and proper punch out inspection is done.

2. Prefinal inspection –Government and customer conduct inspection and generate punchlist. Contractor must work this down to absolute minimum remaining items and give a projected date for correction of any items that cannot be finished by date of final inspection.

3. Final inspection – Required to give 14 day notice to government that project is ready for final so government can verify that facilities and project is ready for final. If punch out and pre final have been complete and conscientious, this should be largely a walkthrough and backcheck with only a few additional punchlist items generated.

At final inspection must have at least preliminary as built ready to provide for govt review. As built must be kept up to date for all disciplines as work progresses. Status of as built must be demonstrated to the Project Engineer/QAR each month when submitting pay request. At final inspection, also must have O&M manuals finalized and approved so copies can be provided to user. It is not fair to expect user to take over facility if user is not provided the information required to operate and maintain the facility.

(6) Remember – no work is to be concealed until it has been checked, inspected and verified to comply with contract requirements.

(7) Failure to execute effective quality control as indicated by such things as failure to conduct preparatory and initial phase meetings for definable features of work, recurring deficiencies, deficient work or failed tests not be discovered or reported timely, corrective action for deficient work or failed test not being executed expeditiously, inadequate documentation of QC activities will be grounds for requiring corrective action. Failure to comply with quality control requirements can result in additional meetings on QC system, direction to review and augment the QC plan, direction to augment or change the QC staff. The contracting officer will notify the contractor of serious noncompliance. Notice may be delivered on the job site. Upon receipt of the notice, contractor is required to take immediate corrective action. If the contractor fails or refuses to comply promptly, the contracting officer may issue an order stopping all or part of the work until satisfactory corrective action had been taken. No part of the time lost due to such a stop order shall be made the subject of claim for time extension or for excess costs or damages.

(8) At end of contract you get a performance rating. The rating is based on performance in five areas - Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, Compliance with Safety Standards. The two most important areas are Quality Control and Safety. Interim performance ratings are occasionally made – usually these are made only in the case of especially serious deficiencies in performance in one or more areas but especially for deficiencies in safety or quality control. The issuance of an interim unsatisfactory can jeopardize the possibility of a final overall satisfactory rating. Information to support the final performance rating is collected throughout the life of the contract.

8. Safety and Accident Prevention: The following FARs and Special Contract Requirements deal with safety and accident prevention:

a. FAR 52.236-0013 (Accident Prevention):

(1) Proper safety and health precautions are to be taken to protect the work, the workers, the Government, and the property of others from injury or damage. Contractor is responsible for providing systematic application of control, inspection, testing and documentation that will insure that, as the work proceeds, all features of work are accomplished in safe and controlled manner.

(2) Management and Contractor personnel shall be conscious of and apply safe procedures in connection with their normal duties.

(3) Eliminate hazardous conditions.

(4) Reduce the frequency and severity of accidents.

(5) It is called to your attention that the Resident Engineer and the Quality Assurance Representatives have full authority to stop work on any portion of the project when unsafe practices endanger property or personnel.

(6) You are responsible for analyzing your Safety Program and identifying hazardous conditions for each definable feature of work.

b. Incorporate safety into each part of the three phase control system – review and refine AHA at preparatory, check adequacy and refine AHA at initial and share AHA with craftsmen for that definable feature of work.. Conduct safety evaluations daily as part of follow-up inspections.

c. Celebrate Safety – when project ahs reached 75% complete, contractor can be nominated for Ak District Celebrate Safety award. Quarterly award is made to one contractor in each of three categories - small, medium and large contracts. Award recognizes contractors that have good record and show initiative, innovation and diligence in job site safety. At end of FY an annual winner is picked in each category from the quarterly award winners. Annual winners are announced and recognized at a banquet in Anchorage.

d. Must have weekly safety meetings for all personnel on site. Must also conduct monthly supervisor/foreman's meeting for laying out safety measures and plans for upcoming work, to work on refinements to safety for current/ongoing features of work, and to discuss refinements/augmentation/reinforcements needed to improve job site safety program. Attach copies of attendance rosters and minutes of these meetings to daily reports. Day of week and time for weekly meetings will be -----. Day of month and time for monthly meetings will be -----.

b. EM 385-1-1, (Sep 96 version) USACE Safety and Health Requirements Manual:

(1) This manual includes guidelines for preparation of your Accident Prevention Plan (App A) and contains the COE safety requirements that are in effect for all parts of the work under this contract.

(2) Job Hazard Analysis is a program intended to prevent accidents by early recognition of possible accident-producing construction activities and alerting Contractor supervision so that protective measures can be taken. An AHA is required for each definable feature of work. The initial admin letter sent to you had some guidance on how to construct and compose AHA's.

(3) A monthly man-hour exposure report is required. This is to be submitted with your monthly progress payment request.

(4) All construction operations shall be in compliance with EM 385-1-1. The following link provides access to a searchable PDF version of EM285-1-1. You can also download this from this site as well: <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

c. Additional safety issues are addressed in SCR-14, Special Safety Requirements:

d. Accident Reporting Policy and Procedures: In case of an accident, make telephonic notification to the Project Engineer or Resident Engineer immediately.

(1) POD 265-R (Oct 99 version) Immediate Report of Accident, must be submitted within 24 hours of an accident needing medical attention.

(2) ENG Form 3394 (Mar 99 version) Accident Investigation Report, must be submitted within 5 days of a lost time or reportable accident.

(3) If personnel must be taken off site for medical attention, send a responsible representative from company to accompany the individual to make sure the individual gets proper medical attention and to enquire about the possibility of light duty work. This could avoid a lost time accident.

e. Areas of special emphasis:

- Make sure all visitors to site check in with superintendent/office for briefing on hazards that can be expected to be encountered on the job site.
- Hard hats and steel toed boots at all times. Company requires 100% eye protections for people on site.
- Temp elect plan required – how will you distribute power to tools, equipment and lights on work site and how will you get power to temporary field offices, storage areas/containers.
- Inspect all electric cords at least once a month for continuity of all conductors, ground probe in tact, insulation and cord caps in good shape. Provide monthly color coded marking for each cord inspected so any cord in use can be verified as having been inspected that month by sight.
- GFCI protection for all elect had tools
- FALL PROTECTION – ANY PERSON EXPOSED TO FALLS OF 6' OR MORE MUST BE PROTECTED BY STANDARD HANDRAIL OR BE TIED OFF AT ALL TIMES. This may require double lanyard or special features/requirements.
- Any opening in working level platforms or floors through which a man might fall or trip must be barricaded or securely covered.
- Keep work site clean on daily basis. Minimize tripping hazards. Keep temp electric cords elevated and out from underneath foot or man lift traffic.
- Slips, trips and falls. Keep floors picked up, get cords up off the floors or out from under foot/equipment. Put down sand and salt on slick surfaces in winter. Before snow fall make sure walk paths are clear of items that could be buried in snow and cause trip or fall.
- Control of hazardous energy remember – only PW shop craftsmen can operate valves or open fused cutouts but once operated/open both PW craftsmen and contractor craftsmen must put locks and tags on to prevent the pipe/line from being energized and put back in operation while craftsmen are working on the piping/lines.
- No pets on job sites
- Must have at least T-shirt that comes down over shoulder and top of arm.

(f) At end of contract you get a performance rating. The rating is based on performance in five areas - Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, Compliance with Safety Standards. The two most important areas are Quality Control and Safety. Interim performance ratings are occasionally made – usually these are issued only for especially serious deficiencies in performance in one or more areas but especially for deficiencies in safety or quality control. The issuance of an interim unsatisfactory can jeopardize the possibility of a final overall satisfactory rating. A single serious accident or a pattern of frequent accidents or recurring similar accidents can quickly generate an interim unsatisfactory rating.

f. View District Commander's Safety Video

9. Technical Specifications:

a. This part of the conference is open for discussion regarding technical specifications and drawings. It is to be noted that answers regarding technical matters will be returned in writing at a later date.

1. Contractor's construction schedule was discussed.
2. The importance of submitting work plans was stressed. "Plan your work and work your plans".
3. Having all site visitors sign in at the job trailer and receiving a safety orientation was discussed.
4. All Freedom of Information Act (FOIA) requests are to be coordinated thru the Contracting Officer.
5. Site security was discussed.

10. Acknowledged:

Contractor's Representative

Government's Representative

date

date